

**Standard Tender of Service (TOS)  
Origin Packing, Clearing and Delivery Services**



**Standard Tender of Service (TOS)  
Origin Packing, Clearing and Delivery Services**

**19CG5021T0001**

**Effective dates September 13, 2021 to September 12, 2022  
U.S. Embassy, Kinshasa, Democratic Republic of the Congo  
General Service Office - Shipping Section  
498 Avenue Colonel Lukusa, Gombe  
Kinshasa, DRC**

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**Standard Tender of Service (TOS)**  
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**SECTION 1: GENERAL**

**ITEM 1-1 TENDER ADMINISTRATION DATA:**

Tender Administrator	Francois Lukoki E-mail: <a href="mailto:KinshasaTOS@state.gov">KinshasaTOS@state.gov</a>
Tender Contracting Officer (CO):	Doug DeMaggio E-mail: <a href="mailto:KinshasaTOS@state.gov">KinshasaTOS@state.gov</a>
Electronic address:	E-mail: <a href="mailto:KinshasaTOS@state.gov">KinshasaTOS@state.gov</a>

**ITEM 1-2 SCOPE OF THE TENDER OF SERVICE (TOS)**

- A. GENERAL: This Tender of Service (TOS) provides terms and conditions for the transportation and all related services required by the U.S. Embassy, Kinshasa. All Tender Service Providers (TSPs) used as agents must have a valid customs agent license, a valid license/membership with one of the following international organizations or must agree to acquire membership within three (3) months of being awarded the TOS. Failure to meet this requirement will result in a suspension to provide further services under this Tender until proof of membership is provided.
- a. (FIATA) International Federation of Freight Forwarders
  - b. (IAM) International Association of Movers or
  - c. (FIDI) Federation of International Furniture Removers Industry
- B. At no cost to the Government, the Tender Service Provider (TSP) shall obtain all permits, licenses, and appointments required for the prosecution of work. The TSP shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The TSP shall provide evidence of possession or status of an application for such permits, licenses, and appointments to the Tender Administrator with its proposal.
- C. Tender Service Provider Liability: All property transported under provisions of this TOS shall be valued at full replacement value. Full replacement value is defined as the full cost of repair or replacement of the actual value of the property at the time of loss or damage. The participant must offer all shipments being released at a base value of \$8.50 times the net weight of the Household Effects (HHE) shipment and gross weight for Unaccompanied Air Baggage (UAB) shipments. All measurements are calculated in pounds.
- D. The annual estimated weight under this tender will be provided under separate cover. However, this is only an estimate: there may be more or less. This volume is only used as guidance; no guaranteed Pack outs are given under this Tender of service. It is for information purposes only.

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#### **ITEM 1-3 REVISING TOS PROVISIONS AND METHOD OF CANCELLING ORIGINAL OR REVISED PAGES**

The TOS may be revised and reissued by the U.S. Embassy; Kinshasa GSO/Shipping & Customs as necessary. This is done through electronic publication of the changes, the issuance of page revisions (original or revised), or the re-issuance of the document.

#### **ITEM 1-4 UNINTENTIONALLY ACCEPTED TENDER RULE**

##### **The Packer is not authorized to solicit/distribute this tender to unauthorized parties.**

Tenders that are unintentionally accepted and distributed for use, which are later found not to be in compliance with the TOS, are subject to immediate removal by the tender accepting agency. The carrier will be notified when tenders are removed under these circumstances and will be advised on the basis for their removal. Even though a tender was unintentionally accepted, such tender may be used until the carrier cancels it. To clarify, the purpose of this rule is that in the event a Transportation Service Provider was selected (awarded) to participate on a tender then later found their package included provisions that did not follow the requirements set within their tender rates, the award could be withdrawn.

#### **ITEM 1-5 UNINTENTIONALLY ACCEPTED TENDER RULE**

The Packer agrees to comply fully with the applicable U.S. federal, state and local laws and /or regulations of DR Congo and/or appropriate countries as applicable and ordinances bearing on the performance of services specified herein and shall possess the necessary operating authorities required by regulatory agencies. Common transport carriers shall possess the required carrier documentation. The TSP shall provide the transportation of the household effects to and from or between the places where the shipment may move by provisions of this tender.

### **SECTION 2: PARTICIPATION**

#### **ITEM 2-1 GENERAL**

Participation in the USG TOS is open to any Tender Service Provider (packing company and/or a clearing company) possessing the operating authority and insurance pertaining to State/Federal laws and local laws of D.R. Congo.

#### **ITEM 2-2 APPROVAL TO PARTICIPATE**

A Tender Service Provider (packing company and/or a clearing company) must meet the following requirements to be eligible to participate and perform services under this TOS. The applicable approval documentation with a complete tender package must be submitted to E-mail: [KinshasaTOS@state.gov](mailto:KinshasaTOS@state.gov)

The tender package must be received by August 13, 2021 at 1700 hours.

#### **APPROVAL REQUIREMENTS:**

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- A valid copy of licenses and memberships of the organizations from item 1-2 (**Clearing industry and forwarding association and freight forwarding association**) All clearing and forwarding agents used should have a valid customs agent license
- Local registration. (a copy of the company's local business registration RCCM, ID NAT, etc.)
- Evidence that the sub-contractor and the TSP operate an established business with a permanent address and telephone numbers within D.R. Congo.
- List of five largest clients (by volume) during the past 3 (three) years, demonstrating prior experience with relevant past performance reports. Reference information shall include client contact information (name, positions, phone number, e-mail, and address).
- Evidence the offeror/quoter has all the licenses and permits required by DR Congo law.
- Names of transporting companies if sub-contractors are used for road freight assignments.
- Certificate of Insurance for goods in transit and while in warehouse facilities. If the insurance expires during the tender a renewed proof of insurance shall be provided.
- Evidence the offeror/quoter has the equipment, personnel and financial resources needed to perform the work requested within this tender.
- A hardcopy brochure/publication used to highlight a company's benefits, products and of the organization with a history of the services for customers.
- Current financial statements, as well as the last three years.
- Rate quote sheet (**Attachment 9-3**) for services provided.
- Evidence of the current Customs Broker license.
- The TSP shall provide the contact information for the primary points of contact, who will be responsible for tracking and tracing of shipments, arrival/departure schedules of the road freight, shipping, and delivery information.

The U.S Embassy intends to send all documents electronically and the TSP will be notified when original documents are ready for pickup from the U S Embassy and that the TSP shall collect the original documents at the U.S Embassy.

TSP may only be represented under the name of one company. Multiple solicitations will produce automatic disqualification for all associated companies.

TSP may sub-contract one of these services (packing, customs clearance, and delivery). Therefore, the sub-contractor (s) must be identified prior to the providing of services with the following details:

- 1.Full names of each moving team and moving team leader
- 2.Full name of the sub-contractor
- 3.The cellphone number of a POC of the sub-contractor (s)

### **ITEM 2-3 CONTINUED PARTICIPATION**

Once a TSP has been awarded/accepted to participate under this TOS, continued participation depends upon:

- TSP showing a willingness and ability to meet the transportation and all related services requirements of the U.S. Embassy, Kinshasa.
- TSP maintaining the required insurance.

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This TOS is performance based. Failure to perform agreed services may result in immediate termination. The USG's expectation of a TSP is to provide consistent and satisfactory work that meets all requirements in this Tender of Service. Performance measures may include but are not limited to:

- Percentage of on-time deliveries
- Percentage of documents submitted within required timeframes
- Percentage of billing improprieties
- Average response time
- Acceptable service levels based on customer satisfaction reports

### **SECTION 3: OFFERS OF SERVICE**

#### **ITEM 3-1 SUBMISSION OF RATES**

**TIME OF FILING:** A complete proposal package as prescribed in **ITEM 2-2, Approval to Participate**, must be submitted by August 13, 2021 at 1700 hours to e-mail address [KinshasaTOS@state.gov](mailto:KinshasaTOS@state.gov)

TSPs are required to submit their rates on the rate quote sheet (**see Attachment 9-3**). Assessorial charges must all be all-inclusive under the Tender of Service to include: **handling charges, security fees, documentation and toll gates** fees. All Assessorial charges must have supporting documentation. All rates must be quoted in (USD) United States of America Dollars.

If more than one contractor has received an award for these services, the following procedure shall govern the issuance of individual orders/GBL. No work shall be performed without a GBL being issued to the contractor by the Contracting Officer.

1. As the need for services arises, the U.S. Government will develop a price estimate. If the estimate does not exceed US\$10,000 the U.S. Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$10,000, the U.S. Government will follow the procedures in paragraph (3) below.
2. Orders not exceeding US\$10,000 – The U.S. Government will select a contractor for issuance of the order. This decision will be based on the U.S. Government best interests, which may include factors such as estimated price and past performance record.
3. Orders exceeding US\$10,000 – Unless one of the exceptions in paragraph (5) below applies, the U.S. Government will follow one of the following two scenarios:
  - The U.S. Government will request each contractor to perform, **AT NO COST TO THE U.S. GOVERNMENT**, a pre-shipment survey after which the contractor will present an estimate to the U.S. Government.
  - Whether or not the contractor is selected for an individual order, the U.S. Government shall not be liable for any claim from the contractor for the costs of performing a pre-shipment survey. Selection will be based on a combination of estimated price and past performance information or,
  - If the Contracting Officer can establish which Contractor price will result in the lowest price for the individual order without requesting a pre-shipment survey, the U.S. Government will make its award based upon the prices set forth in the TOS and past performance information gained as a result of contractor performance under previous Contract.

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4. The Department of State does have an Acquisition Ombudsman who will review any complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for the GBL awards, pursuant to the procedures for award of GBL.
5. Exceptions to the procedures in paragraph (3) above:
  - The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays.
  - The GBL should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under this TOS, provided that the awardees were given fair opportunity to be considered for the original GBL.

### **ITEM 3-2 MODIFICATIONS TO TENDER**

A TSP may not modify this tender by adding or removing services. Such modifications will render the TSP offer void and subject to termination by the Tender Administrator(s).

## **SECTION 4: STATEMENT OF WORK**

### **ITEM 4-1 SCOPE OF WORK**

The TOS requirements include non-personal services for providing all necessary labor, materials, and facilities for the pickup, receipt, weighing, re-weighing, preparation of packing list(s) and weight certificates, inventories, or other appropriate documentation, placement into temporary storage, packing, customs clearance for inbound/outbound air/sea freight shipments, delivery, unpacking and all related services.

### **Services included in the Rate**

1. Packing, including the use of packing containers and materials from the origin.
2. All lift vans (defined as a large strong shipping case in which household or other goods are sealed and shipped as a unit) must be made of new wood and in compliance with the ISPM15 standard.
3. Removal of all debris and lift vans.
4. Extra mileage/trip fees.
5. Inside (internal) and outside (external) lift charges.
6. All charges associated with heavy or bulky items to include piano/organ.
7. All charges associated with motorcycle crates to include Clip Lock and Snap-Tight crates.
8. All boxing or crating charges for flat panel TVs.
9. Extra labor, long carry and all charges associated with mini storage.
10. All charges for shuttle service.
11. All charges for toll gates.
12. All charges associated with assembly/disassembly of furniture, athletic/ exercise equipment.
13. All charges for uncrating of any type of container.
14. All charges associated with servicing grandfather/cuckoo clocks and chandeliers.
15. Unpacking, removal of debris.
16. Placing into storage
17. All boxing or crating charges for artwork.

### **1. Outbound Services**

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**Export Packing of Unaccompanied Baggage (UAB)**

The TOS requirements include but are not limited to picking up unaccompanied baggage, weighing it at the residence on a calibrated portable commercial scale (not bathroom scales), packing items into tri-wall containers at the residence, and hauling shipment to the TSP's facility. Services include but are not limited to loading, providing shipping containers, packing, banding, reweighing on a certified scale, marking, preparation of standard packing list/inventory, customs clearance, security labels sheet.

Effects must be packed in tri-wall containers, with measures of 5, 10, or 15 cubic feet only. Individual tri-wall containers must not exceed 200 lbs. (or 90 kg.) each. Multiple pieces cannot be shrink-wrapped or palletized outside the tri-wall. All the effects must fit into the tri-wall container.

The export formalities (customs clearance) must be finalized within 72 hours after receipt of shipping documents from the U.S. Embassy and deliver the UAB to the airline/freight forwarder designated warehouse or the airport within 48 hours prior to the airlifting.

**OFFEROR'S PRICE (Insert price on attachment 9-3)**

**Export Packing of Household Effects (HHE) from Residence/Vendor**

This TOS requires the complete services for preparing household and personal effects for shipment, including, but not limited to, picking up personal effects at the owner's residence. These requirements include: preliminary packing, inventory, crating (including special crates if required), labeling, TV cartons, providing shipping lift vans made of solid new wood, stowing effects into lift van at the residence, hauling properly stowed shipping containers to TSP's facility, weighing, cubing, banding, placement of security labels, stenciling the prescribed markings to include the net, tare and gross weights and cubic measurements on the lift vans, handling charges and loading of packed shipping lift vans onto TSP's vehicles. Stenciled weights on shipping containers must be in metric with the English equivalents in parenthesis.

The export formalities (customs clearance) must be finalized within 72 hours after receipt of shipping documents from the U.S. Embassy and the HHE to be delivered to the airline/freight forwarder designated warehouse or the airport within 48 hours prior to the airlifting.

**All wood/plywood containers must meet the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA APHIS) ISPM 15 standards ([www.aphis.usda.gov](http://www.aphis.usda.gov)), be heat-treated, and bear the IPPC stamp on all sides. SIZE MAY NOT EXCEED 86"L by 53"W by 63"H. TSP MUST PROVIDE DIMENSIONS AND NET/GROSS WEIGHT TO TENDER ADMINISTRATOR.**

**OFFEROR'S PRICE (Insert rate on attachment 9-3)**

**Export Packing of HHE by Air from Residence/TSP facility**

**Maximum shall not to exceed 7,200 lbs. (without prior approval)**

The TSP shall pack household and personal effects into durable cardboard containers. If shipment uses an entire contour type air container, it must be one that is registered and approved by the International Air Transport Association (IATA) and not larger than what can be accommodated by aircraft servicing the post. The container must also conform to USDA/APHIS specifications for the destination designated on the TSP's authorization. All wood/plywood containers must meet USDA APHIS ISPM 15 requirements, be heat-treated, and bear the IPPC stamp on all sides. Only the Tender Administrator(s) may authorize or request the use of another container of a different size and/or construction for HHE for air export packing. These requirements include: preliminary packing, inventory, crating, labeling, TV cartons, providing shipping lift vans made of solid new wood, stowing effects into lift vans at the residence, hauling properly stowed shipping containers to TSP's facility, weighing, cubing, banding, placement of security labels, stenciling the prescribed marking, to include the net, tare and gross weights and cubic measurement on the lift vans,



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handling charges, and loading packed lift vans onto TSP's vehicles. Stenciled weights on shipping containers must be in metric with the English equivalents in parenthesis.

The export formalities (customs clearance) must be finalized within 72 hours after receipt of shipping documents from the U.S. Embassy and deliver the HHE to the airline/freight forwarder designated warehouse or the airport within 48 hours prior to the airlifting.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Prohibited Actions**

TSP employees shall not

- Attempt to disassemble, assemble, or repair any electrical appliances or mechanical items.
- Disconnect or connect any gas appliances.
- Touch lampshade coverings or other items that could suffer stains.
- Place pictures and mirrors between layers of bedding and linen without proper packaging.
- Pack heavy items on top of shoes.
- Wrap books, lampshades linens or other light-colored items in newspaper as the newsprint will rub off and stain.
- Pack cleaning compounds, soap, furniture polish or medicine in the same carton with clothing, paper, or groceries.
- Place any other items in cartons with lampshades or load any boxes beyond their capacity.

#### **Prohibited Items**

See Attachment 9-4 for a list of items that shall not be packed or transported at U.S. Government expense.

#### **Special Crates**

If special crates are required, the TSP must submit a Special Crating Request (see attachment 9-5) to the Tender Administrator. The request must include a description of the items to be crated, whether the items are being exported or placed in storage, and if the crate is required for the safe transport or if crating was requested by the employee.

14 FAM 611.6 spells out the limitations on what items may be approved for crating (see exhibit A). The request must include the shipper's name, shipment number, and the logistical specialist's name. Crates must conform to USDA APHIS specifications for the destination designated on the TSP's authorization. All wood/plywood containers must be heat-treated and bear the IPPC stamp on all sides of the container. The TSP must email a copy of the special request/accessorial form to the Tender Administrator prior to the pack out date.

Please use crating/accessorial forms included in this Tender of Service (See ITEM 9-5). The Packer must email a copy of the special request/accessorial form prior to the pack out date [KinshasaTOS@state.gov](mailto:KinshasaTOS@state.gov)

Please contact the Tender Administrator(s) as defined in ITEM 1-1 Tender Administration Date:

#### **OFFEROR'S PRICE (Please insert on word rate attachment)**

#### **Export Personal/Government Owned Vehicle POV or GOV from Residence/Embassy warehouse**

This TOS requires the complete services for preparing personal/government owned vehicle for shipment, including, but not limited to, towing up on a flatbed at the owner's residence or the US Embassy premises. These requirements include: preliminary in/out condition report, providing lashing materials (new straps, new woods, nails, etc.), **at the TSP facility**, trucking the 20ft/40ft sea container(s) to the carrier at Matadi Port, weighing (Pont bascule for OCC formalities),

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placement of seals (carrier, OCC, DGDA, etc.), customs clearance, OGEFREM formalities, lashing/stuffing, handling charges and loading of the sea container onto TSP's heavy weight truck, Port formalities, including any other services prior to the loading of the sea container on the vessel.

The TSP must tow the vehicle to the dry port and lash it in the container on the same day. The container must be at Port 30 days after receipt of shipping documents from the U.S. Embassy.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

### **2. TRANSPORTATION SERVICES**

#### **Transport of Personal Effects and General Cargo**

This Tender requires the complete transportation services of personal effects and general cargo from TSP's facility to airlines designated or airport including, but not limited to loading/offloading, issuing a delivery receipt and returning of a signed copy of delivery receipt to the Tender Administrator upon delivery. All transportation services conform to the local laws.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Transport of personal (POV) or Government-owned vehicle (GOV)**

This Tender requires the complete services for vehicle transportation on a flatbed truck from the embassy or employee's address to the dry port for the lashing/stuffing and transportation from dry port to Matadi Port including, but not limited to preparing condition reports, haulage to TSP's facility, handling charges, loading, and fixing of the vehicle. All transportation services conform to the local laws.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

### **3. INBOUND SERVICES**

#### **Receipt of Incoming Unaccompanied Air Baggage (UAB) Shipments and Release to Government, Owner or Agent**

Complete services for the receipt of incoming shipments of packed and/or crated Unaccompanied Air Baggage (UAB) to include, but are not limited to, loading, transportation, temporary free storage up to thirty (30) days, handling charges, customs clearance, weighing, re-weighing (if required), hauling, unloading, unpacking (if required), debris and removal. The UAB shipment will be loaded by the Transportation Service Provider's vehicle, designated by the Government to receive the UAB shipment, at the Packer's facility or released to the owner or his authorized representative. Only closed trucks or vans shall be utilized to haul UAB.

After an arrival notification is sent by the Tender Administrator(s), the TSP should provide the Tender Administrator(s) with a duty exemption form (Fiche d'Exonération) within 24 hours.

A UAB shipment should be delivered to the owner's or the owner's authorized representative within fifteen (15) working days starting from the day that the TSP has received the approved copy of the exemption paperwork from the Ministry of Foreign Affairs. If the shipment is not delivered within 15 working days and it has passed its free days for warehousing, the TSP will cover any additional fees related to a late delivery unless the TSP proves with a written report that the fault is the U.S. Embassy's.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Receipt of Incoming Household Effects (HHE) and Release to Government, Owner or Agent.**

Requirements herein include, but are not limited to, the complete services for the receipt, delivery, and unpacking of export-packed or crated effects. Including, but not limited to, specifically, receiving effects from the airline, handling out and removing effects from airline handler's storage; customs clearance, temporary storage up to thirty (30) days, loading and hauling effects from

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airport facilities to owner's residence; and unloading, uncrating, unpacking, and placing of effects properly and safely in said residence as directed by the owner or his/her authorized representative. The TSP shall remove all shipping containers and empty boxes, barrels, crates, and debris promptly from the owner's premises. The TSP shall note all damage found while unpacking and have the owner or his authorized representative certify on the delivery receipt the services performed under this TOS.

After an arrival notification is sent by the Tender Administrator(s), the TSP should provide the Tender Administrator(s) with a duty exemption form (Fiche d'Exonération) within 24 hours. HHE shipment should be delivered to the owner's or the owner's authorized representative within fifteen (15) working days starting from the day that the TSP has received the approved copy of the exemption paperwork from the Ministry of Foreign Affairs. If the shipment is not delivered within 15 working days and it has passed its free days for warehousing, the TSP will cover any additional fees related to a late delivery unless the TSP proves with a written report that the fault is the US Embassy's.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Receipt and Release of Personal or Government-owned Vehicle (POV or GOV) to Government, Owner, or Agent.**

Requirements herein include but are not limited to the complete receiving services and loading of personal or Government-owned vehicle on a flatbed truck, preparation of customs documentation and declaring (manifest) shipments in front of customs, temporary free storage up to thirty (30) days, handling charges, preparing condition reports, and undertaking pre-delivery services. Pre-delivery services shall include starting the engine and recharging the battery if necessary, towing of vehicle (for a delivery purpose) to the Embassy or the owner or his/her authorized representative.

After an arrival notification is sent by the Tender Administrator(s), the TSP should provide the Tender Administrator(s) with a duty exemption form (Fiche d'Exonération) within 24 hours. A POV or GOV shipment should be delivered to the owner's or the owner's authorized representative or to the US Embassy within fifteen (15) working days starting from the day that the TSP has received the approved copy of the exemption paperwork from the Ministry of Foreign Affairs. If the shipment is not delivered within 15 working days and it has passed its free days for warehousing, the TSP will cover any additional fees related to a late delivery unless the TSP proves with a written report that the fault is the US Embassy's.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Receipt of Supplies (General Cargo) and Release to the Government.**

Per Consignment Weight

Requirements herein include but are not limited to the complete services for the receipt, unloading, handling charges, weighing, preparation of customs documentation and declaring (manifest) shipments in front of customs, temporary free storage up to thirty (30) days and delivery to the U.S. Embassy warehouse as requested by the Tender Administrator. Only closed trucks or vans shall be utilized to haul embassy supply shipments.

After an arrival notification is sent by the Tender Administrator(s), the TSP should provide the Tender Administrator(s) with a duty exemption form (Fiche d'Exonération) within 24 hours. Supplies (General cargo) shipment should be delivered to the owner's or the Embassy within fifteen (15) working days starting from the day the TSP has received the approved copy of the exemption paperwork from the Ministry of Foreign Affairs. If the shipment is not delivered within 15 working days and that it has passed its free days for warehousing, the TSP will cover any

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additional fees related to a late delivery unless the TSP proves with a written report that the fault is the US Embassy's.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Receipt of cold chain and Release to the Government.**

Per Consignment Weight

Requirements herein include but are not limited to the complete services for the receipt, unloading, handling charges, weighing, preparation of customs documentation and declaring (manifest) shipments in front of customs, and immediately be delivered to the U.S. Embassy or at a given location on the same day, or alternatively (if it arrives over the weekend) the Tender Administrator may request for a delivery on the following workday. Only closed trucks or vans shall be utilized to haul embassy supply shipments.

After an arrival notification is sent by the Tender Administrator(s), the TSP should provide the Tender Administrator(s) with a duty exemption form (Fiche d'Exonération) within 24 hours.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

### **4. TEMPORARY STORAGE**

#### **Storage of Import Packed Effects and Supplies (General Cargo)**

##### **Cubic Meter [CBM]**

Extra cost per CBM per day for temporary storage (in the TSP warehouse) that goes beyond thirty (30) days of incoming shipments of household effects (HHE), Unaccompanied Air Baggage (UAB) and General cargo (if required).

#### **OFFEROR'S PRICE**

See attachment 9-3

#### **Storage of cold chain**

Extra cost per **pound** per day for temporary storage that goes beyond forty-eight hours of incoming shipments of temperature-controlled cargo.

#### **OFFEROR'S PRICE (Insert rate on attachment 9-3)**

#### **Storage of Personal or Government Owned Vehicle**

Temporary storage that goes beyond 30 days of both incoming and outgoing of POV or GOV shipments. Vehicles must be stored securely, indoors, protected from weather conditions and kept in good operational condition including starting the engine at least once a week and recharging the battery if necessary.

#### **OFFEROR'S PRICE**

See attachment 9-3

### **4-2 PERFORMANCE OF SERVICES**

#### **1. General:**

All services ordered under this TOS shall be performed in accordance with the provisions and requirements set forth herein. It is the responsibility of the TSP to dispatch the appropriate number of personnel and/or equipment necessary to complete jobs as scheduled. Labor employed to perform services under this tender shall be experienced and competent in the performance of such services. The crew must have at least one employee who is fluent in the English language and

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who will remain at the job site from commencement to conclusion. TSP employees who perform services at the owner's residence shall be neat and in a proper uniform identifying them as employees of the TSP, and TSP equipment should readily identify the firm performing the tender services. The TSP's employees shall be subject to U.S. Government approval. All employees must pass a suitable investigation conducted by the TSP, including recommendation(s) from their respective supervisor(s). Also, required is a police check covering criminal and /or subversive activities, a check of their personal residence, and credit investigation, (tailor this to RSO's post specific requirements). The TSP shall provide all such investigations in summary form to the Regional Security Officer (RSO) for approval. The TSP employees must have in their possession a form of ID that has a current photo and name. Acceptable forms include:

- a. A valid driver's license
- b. Photo ID document issued by local Government
- c. Valid passport.

#### **Key Personnel**

During the first ninety (90) days of performance, the TSP shall not make any substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The TSP is responsible for strict adherence to all instructions and quality requirements stated in this TOS and shall provide the appropriate management effort to ensure that all services are performed properly. Each packing or unpacking team shall have a team leader to supervise the workforce and serve as a liaison with the Tender Administrator. This designated person shall have supervision as his/her function during the time the TSP is in the client's facility or residence and when household effects, unaccompanied baggage, or other cargo is being loaded into lift vans or shipping containers. The TSP shall ensure that all personnel assigned to this TSP possess the skills and experience necessary for accomplishing their individual tasks. The packing team leader must be fluent in English and able to carry out duties prescribed herein. Supervision and management should be by a trained packing supervisor who shall be onsite for all pack outs and deliveries. TSP shall provide the necessary tools and equipment to perform the services under this contract. Equipment should include but not be limited to knives, hammers, screwdrivers, nails, packing tape, markers, calculators, and a scale. TSP employees must be able to disassemble and assemble furniture. The TSP employees should be courteous, arrive on time with necessary materials, and be clean and neatly dressed. Packing crew shall not smoke within the client's residence, arrive under the influence of drugs or alcohol, or drink alcoholic beverages while on duty. TSP staff shall not request gratuities for work performed under this tender.

#### **2. Export Packing of Household Effects and Unaccompanied Air Baggage:**

Except as otherwise provided in this TOS, the TSP shall perform the required services relating to export packing of household and personal effects on the date and time mutually agreed upon between the TSP and Tender Administrator. The owner of the effects shall be any person the authorizing agency specifies as the owner in the document authorizing service. All services to be performed at the owner's residence shall be performed on normal workdays (Monday through Friday) between the hours of 9:00 a.m. and 4:00 p.m., unless otherwise requested by the requesting office. If the pack-out service cannot be completed by 4:00 p.m. of the scheduled pack-out day, the TSP must notify the Tender Administrator that the owner has agreed to continue past 4:00 p.m., or the owner or his authorized agent and the TSP have mutually agreed on a date and time to finish the packing service with the final workday not to be more than 48 hours from the originally scheduled day.

If for any reason this schedule cannot be met, the TSP shall notify the owner and the Tender Administrator of the change and the reasons, therefore. Any services performed outside normal business days/hours agreed upon between the TSP and the owner of the effects or his authorized representative shall be for the mutual convenience of the parties and shall create no liability on the part of the U.S. Government for overtime or premium pay charges. Requests for approval of additional special services not covered by this tender should be by written request emailed to [KinshasaTOS@state.gov](mailto:KinshasaTOS@state.gov). The TSP crew chief must have a working cellphone while performing work at residence.

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#### **3. Inaccessible Locations:**

The Tender Administrator must, prior to commencement of performance, authorize and approve in writing the removal or placement of property from or to attics, basements, and other locations, and to make property available to the TSP where the location of property and goods to be shipped or delivered is: (1) not accessible by a permanent stairway (including ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, or (4) does not allow a person to stand erect, (5) any area that is deemed unsafe for TSP's crew.

#### **4. Effects to be Packed/Stowed in Containers/Lift vans at Residence:**

All household and personal effects must be packed and stowed into approved shipping containers or lift vans at the owner's residence. The shipping containers must be closed securely and security labels with unique numbers must be affixed to lift vans before moving them from the owner's residence. When adverse weather could create a potential hazard to the effects, such packing and/or stowing of container or lift vans must be suspended until more favorable weather conditions exist.

Loose loading of personal effects is prohibited.

Building materials, boats, kayaks, canoes, and live plants including bulbs of any kind are not authorized.

Specific to shipments for the Department of Defense (DOD) and United States Coast Guard (USCG), requests to ship building materials, live plants, boats/kayaks/canoes, motorcycles, mopeds, hand gliders, golf carts, snowmobiles, utility trailers, and ultra-light vehicles must be authorized by the Contracting Officer at least three (3) workdays prior to the pack out.

#### **5. Delivery of Inbound Household Effects and Unaccompanied Air Baggage:**

Except as otherwise provided in this TOS, the TSP shall perform the required services relating to the delivery and unpacking of household and personal effects on the date and at the time mutually agreed upon between the TSP and the owner or the Tender Administrator. All services to be performed at the owner's residence shall be performed on regular workdays between the hours of 9:00 a.m. and 4:00 p.m., unless otherwise requested by the requesting office. If the service cannot be completed by 4:00 p.m. of the scheduled delivery day, the TSP must notify the Tender Administrator that: (1) The owner has agreed to proceed after 4:00 p.m., or, (2) The owner or his authorized agent and the TSP have mutually agreed on a date and time to finish the service that is not more than 48 hours from the originally scheduled date. The TSP shall provide a one (1) hour window during which the owner of the goods can expect his household effects and/or unaccompanied air baggage to be delivered.

If for any reason this schedule cannot be met, the TSP shall notify the owner and the Tender Administrator of the change and the reasons, therefore. The re-scheduled delivery shall be at the mutual convenience of the parties and shall create no liability on the part of the U.S. Government for overtime or premium pay charges.

#### **6. Adverse Weather Conditions:**

When services are scheduled and adverse weather conditions could create a potential hazard, such pick-up or delivery of containers or lift vans may be suspended or postponed until more favorable weather conditions exist. The TSP and owner must agree on a new pick-up date and time. The TSP must also inform the Tender Administrator. Re-scheduling of pick-up must be within two (2) working days of the workday previously suspended because of the adverse weather conditions and must not result in any liability on the part of the U.S. Government for overtime or premium pay charges.

#### **7. Protection of Household Effects and Unaccompanied Air Baggage:**

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All articles of household goods and personal effects must be wrapped, crated (prior approval or at owners' cost), packaged, packed, or padded properly before the articles are moved within or from the residence or premises.

All movements of household and personal effects shall be by a method which shall ensure the protection of the effects. The interior of all vehicles and containers shall be clean and dry and be provided with sufficient clean pads, covers, and other protective equipment to ensure safe transit and delivery.

#### **8. Delivery Requirements and Responsibilities:**

TSP needs to coordinate delivery, find parking, arrange the use of an elevator or if needed arrange for an external elevator. In the event, the owner requests to unpack on their own, debris removal will be provided by the TSP at a later date as agreed to with the owner. The TSP must notify the TOS Admin immediately if any shipment is received in damaged condition and make notation of any visible loss or damage on the reverse side of the GBL and/or on carrier's delivery receipt. Loose-packed effects shall be properly inventoried on a receipt and immediately placed in proper palletized storage. If it is necessary to unload a steamship container and place the effects into loose-pack storage prior to delivery, an inventory list shall be prepared and signed by the TSP when the effects are removed from the container and placed into storage.

The placing of Household Effects and UAB in the client's residence, as specified, shall include, but not limited to, the laying of pads and rugs; placing of items of furniture within rooms; setting up of beds, including the placing of springs and mattresses on bedframes; and the placing of all kitchenware, dinnerware, glassware, silverware, linens, and other miscellaneous items in locations specified by the client or his/her representative. The TSP is not authorized to move furniture within the residence after the first placing of furniture. TSP must dispatch its crew members depending on the size, number, and weight of the shipment and that the delivery must not go beyond two hours.

#### **9. Damage to the Owner's Effects and/or Residence:**

The TSP shall, immediately upon becoming aware of any damage done to an employee's goods or residence, notify the Tender Administrator by telephone. This is to be followed by a written report within twenty-four (24) hours of the incident. In case of theft, a written police report must follow within (5) five days of the incident.

To prevent damage or soiling, the floor, stairwells, banisters, and carpeting of the employee's residence shall be appropriately covered during packing, loading, and/or delivery. Banisters and main entry doors of the residence shall be appropriately covered with clean protective padding. "Appropriately covered" is defined as substantial protection from scratching, gouging, and/or soiling the floor or carpet of an employee.

#### **10. Commingling of Effects:**

It shall be the responsibility of the TSP, at his expense, to have articles of household and personal effects that he inadvertently packed with goods of other than the rightful owner, forwarded to the rightful owner by the quickest means of transportation as selected by the Tender Administrator.

#### **11. Mismatching of Effects:**

Furthermore, it shall be the responsibility of the TSP to ensure that all shipments have been stenciled or marked correctly. When a shipment is forwarded to an incorrect address due to incorrect stenciling or marking by the TSP, the shipment shall be forwarded, with the least possible delay, to its rightful owner by a mode of transportation selected by the Tender Administrator. The TSP shall be liable for all costs incurred, including charges for preparation, drayage, and transportation.

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#### **12. Delays in Packing:**

The packing of household and personal effects shall not be delayed pending receipt of articles from vendors unless specific written approval for such delay has been given by the authorizing Government agency. Articles received after the packing has been completed shall be packed as a separate shipment within seven (7) working days after their receipt unless a delay beyond that period has been specifically approved in writing by the authorizing Contracting Officer. Articles located after the shipment has been made available should be packed immediately as a separate shipment and a new GBL requested.

#### **13. Completion of Services:**

It shall be the responsibility of the TSP, at his own expense, to pay any costs for redelivering and storage that results from the TSP's failure to release the items specified on the GBL. The TSP shall complete all services within the time frames specified in Section 6. Those services calling for export-packing of loose-packed effects from storage/vendor or release of export-packed or crated effects from storage for shipment (Including remarking, re-banding, re-coopering, and repacking) shall not be deemed complete until computer updates and/or manual reports are finished and packing lists are forwarded to the Tender Administrator.

#### **14. Repacking Cost:**

It shall be the responsibility of the TSP to ensure that all shipping containers are built to the size restrictions outlined in the GBL. When a shipment is forwarded in the wrong size lift van or are not conforming to the USDA guidelines, the TSP will be liable for any repacking or additional freight costs incurred to redeliver the shipment.

#### **15. Prohibited Items:**

Building materials, live plants and bulbs, light aircraft, boats, kayaks, and canoes are prohibited. Boats, kayaks, canoes, and light aircraft are defined as an open craft of a size that can accommodate an individual(s) to sit in it. The TSP must refuse the shipment of boats, kayaks, canoes, light aircraft, building materials or live plants and bulbs. If TSP accepts any of these items, they will be solely responsible for all handling costs associated with returning the item back to its original pick-up location. Coins, currency, valuable papers, or jewelry are also prohibited items that must remain in the custody of the client. Hazardous cargo (flammables, paints, acids, etc.) shall not be packed with HHE or UAB shipments (see attachment 9-4).

For Department of Defense (DOD) and United States Coast Guard (USCG) employee shipments, requests to ship building materials, live plants, boats/kayaks/canoes, motorcycles, mopeds, hand gliders, golf carts, snowmobiles, utility trailers, and ultra-light vehicles must be pre-approved and authorized by the Contracting Officer at least three workdays prior to the pack out.

TSPs are not authorized to accept locked cabinets and other similar safes etc. Items annotating "firearms" or unauthorized items such as locked containers fall under the same provisions as Packed by Owner (PBO). Firearms are prohibited in UAB and HHE shipments The TSP shall ensure that packing lists do not include any items listed as "locked gun safe" or any other locked container.

#### **16. Motorcycle Crates:**

The use of prefabricated motorcycle shipping containers (to include Trikes) is mandatory for all shipments containing a motorcycle. The motorcycle key should remain with the owner and for no reason should the TSP take possession of the motorcycle key.

#### **17. Flat Panel TV cartons (LCD, LED, and Plasma):**



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The use of flat panel TV cartons is mandatory for all shipments containing a flat panel TV. (See paragraph 4-1 Statement of Work).

#### **ITEM 4-3 REPORTS**

1. Reports for this TOS will be done via email. All weekly status reports, including pre-move surveys, must be sent to the following email address: [kinshasagsoshippingcustoms@state.gov](mailto:kinshasagsoshippingcustoms@state.gov). Completion reports must be sent to the Tender Administrator within 48 hours from the date of pack out at the residence.
2. The Tender Administrator must be notified in writing for any shipments on hold due to being overweight, awaiting additional items, or for any other reason.

#### **ITEM 4-4 INVENTORY**

##### **1. General Requirements**

In conjunction with the owner or his/her representative, the TSP shall prepare, in triplicate, an inventory list of all articles received. The TSP shall note on the inventory any defects/damage on the goods received. The inventory shall list the articles of furniture, and words such as "Household Goods" or other general descriptive terms shall not be used. Special care shall be exercised to ensure that the inventory reflects the true condition of the property. General terms such as "marred", "bags", "scratched," "soiled," "worn", "gouged", and the like shall be avoided unless they are supplemented with a detailed statement describing the degree and location of the exception.

All containers such as suitcases, bags, plastic containers, totes, etc., will be indicated as either empty or the contents will be noted on the inventory.

Rugs which are 2.75 meters by 3.65 meters (9FT x12FT) or larger must be identified on the inventory by color and size.

##### **2. Packed by Owner**

The TSP must ensure that packing lists do not include items listed as "Packed by Owner" (PBO), "miscellaneous" or "contents unknown." Such descriptions are an immediate flag for close attention by Customs which may delay delivery. Under no circumstances should the inventory reflect Packed by Owner cartons or locked safes. All owner packed cartons need to be inspected by the TSP so that contents can be properly identified on the inventory.

##### **3. Exceptions**

All exceptions as to the condition of the goods listed on the inventory must be brought to the attention of the owner or his representative before the goods are received by the TSP. The inventory must be signed by the representative of the TSP and the owner or his representative, both certifying to the correctness of the inventory.

##### **4. Inventory Forms**

Inventory forms shall specify the owner of the effects, the date the inventory was prepared, the shipment number, the name of the TSP, and an explanation of the condition symbols used, if applicable. A legible copy of the inventories will be given to the owner or his representative, one copy must be emailed to the Tender Administrator and include weight certificates; piece count, dimensions, and cube for each lift van; security label sheets; and a legible copy of the inventory. The original copy will be retained by the TSP. **All inventories should have detailed descriptions of each line item. Absolutely no PBOs should be accepted or annotated on the inventory.** Should PBOs appear on the inventory, the TSP will be held responsible for all repacking charges and any associated liability. Care in the preparation of the initial inventory will assist in protecting

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the owner of the property and the TSP in the event of loss and/or damage. When there are two (2) or more shipments, each shipment must have a separate inventory. Any items which are 'free flow' items should be noted as such on the inventory form. If access and segregation and/or partial removal are performed on the export shipment, the items on the inventory will be lined through.

#### **5. Marking Requirements**

All cartons must be marked in general terms as to contents, and this general identification of contents must be indicated in the inventory. Each piece must be identified with an inventory number, shipment number, and full name of the employee including middle initial if known. These numbers and the employee's name must also be on the outside of each piece after it is wrapped for shipment or storage. No sticker may be placed on the finished surfaces of furniture or on the inside of a wrapped item. A record (i.e., packing list) must be made at the time of loading for each shipping container listing the contents of each container by inventory number (Bingo Card).

#### **ITEM 4-5 TSP EQUIPMENT**

##### **1. Scanner Transmission Requirement**

The TSP shall install and maintain for the tender period, at his expense, a transmission scanner and reproduction equipment compatible with that used by the embassy to facilitate the transmission of documents between the TSP and the Tender Administrator.

##### **2. Email Requirements**

The TSP shall have and maintain, at his expense, email capability for electronic transmission between the TSP and Tender Administrator for email, reports, etc., as needed.

#### **ITEM 4-6 FACILITIES**

##### **1. Warehouse Structural and Cleanliness Requirement**

Facilities used for the performance of services under this tender shall be well constructed with watertight roofs, walls, and floors, and shall be maintained in good condition. The building must be kept dry, clean, well ventilated, free of dampness (to prevent the occurrence of mildew or other dampness-related fungi), free of moths, roaches, rats, mice, and other vermin, and must be always kept in an orderly condition. Facilities are subject to periodic inspections by embassy staff.

##### **2. Each building used for storage under this contract shall have as the minimum standard for qualification either:**

- (1) An acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
- (2) A fire prevention and control plan posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order.

In addition, each storage facility must be protected by an adequate water supply for firefighting and a fire department that is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of fire-fighting water supply and the responsiveness of a fire department to protect a facility.

The TSP shall ensure that all installed fire protection systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit.

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**ITEM 4-7 AREA COVERED**

All TSPs must have the capability to provide the services outlined in the Tender of Service. TSPs must notify the Tender Administrator immediately in instances where services cannot be provided. Refusal of a shipment assigned to a TSP for a specific pack out may result in the TSP being excluded from the TOS.

**SECTION 5: PACKAGING AND MARKING**

**ITEM 5-1 PREPARATION OF OWNER AND TSP PACKED UNACCOMPANIED BAGGAGE (UAB) FOR SHIPMENT**

1. All articles shall be packed into a shipping container of suitable capacity, so all usable space is occupied, which will ensure a shipment of the least tare weight and smallest cubic measurement compatible with safe transportation to destination without damage to container or contents.
2. All cartons, boxes, wrapping, and cushioning materials and shipping containers used by the TSP in the performance of services under this tender shall be new, clean, dry, and free from any substance injurious to the article to be packed. "New" means new.
3. All shipping containers provided by the TSP for the protection of baggage shall be tri-wall fiberboard boxes with a minimum 900-pound test burst strength. Each tri-wall container must not exceed 200 lbs. Multiple pieces cannot be shrink-wrapped or palletized. No wood shall be used with air shipments because of the additional weight involved.
4. The maximum weight of any packed container shall not exceed 90 kilograms gross weight (200 lbs.) without prior approval of the Tender Administrator. Tri-walls may not exceed 15 cubes. Charges related to moving any additional volume over 15 cubes will be charged back to the TSP. Baby cribs are the one exception to this limitation; they can be shipped in tri-walls larger than 15 cubes. The Logistical Specialist who created the shipment should be notified when shipping a baby crib as UAB that exceeds the 15-cube limitation. Any repacking requires either the employee or a Government representative be present unless a special exemption has been granted by the Contracting Officer.
5. Metal tension strapping of a minimum width of 1.905 CM (3/4 IN) must be used for banding trunks, footlockers, and wooden cases. Only glass filament tape shall be used for banding suitcases or other soft containers.
6. All banding of baggage shall be a minimum of three (3) straps to each piece, one (1) lengthwise and two (2) around the girth. After wrapping and banding, each piece of baggage must be stenciled according to the instructions received from the authorizing Contracting Officer. The gross weight in metric with the English equivalents in parenthesis of each and the serialized number (i.e., 1 of 1, 1 of 4, 2 of 4, 3 of 4, etc.) must also be stenciled on the outside of each piece of baggage. UAB tri-walls may not be placed on skids/pallets.
7. \*See at page 56 the addendum related to list of allowable and forbidden items in HHE

**ITEM 5-2 REQUIREMENTS FOR PACKING OF HOUSEHOLD (HHE) AND PERSONAL EFFECTS AND PRIVATELY OWNED VEHICLES (MOTORCYCLES (POV))**

The TSP agrees to provide all packing, both for export and storage, and all related services in accordance with the best commercial practices and requirements cited herein. Effects packed for export shall be stowed into a container of suitable capacity so that all usable space is occupied, to ensure a shipment of the least tare weight and smallest cubic measurement that is compatible to safe transportation to destination without damage to container or contents. Any overflow must be stowed into a container of proper size -- constructing one if necessary -- conforming to the USG container specifications (Sections 5-3 and 5-4).

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*NOTE: The use of 'stretch wrap' Ultraviolet Inhibitor (UVI clear plastic type wrap) is prohibited as a cushioning wrap or covering for items to be exported or stored.*

1. All pieces or articles of marble OVER 25.4CM X 25.4CM X 50.8CM (10IN X 10IN X 20IN) and glass tables/tabletops must be properly padded and packed separately in mirror cartons as required for safe transport. The use of special wood crating containers should be considered only when there are no other safe methods of transportation. Crating of any other item(s) must be approved by the Tender Administrator or his representative (See attachment 9-5 – Special Crating Request) and can be emailed to the Tender Administrator.
2. Plasma TVs must be boxed in original packing boxes or in specially designed triple wall construction cartons with two types of foam for maximum protection for the sides as well as the screen. Cartons should be labeled “ship upright or this way up”.
3. All crating of any other item(s) must be approved by the Tender Administrator or their representative and may require a photo of the item to determine the necessity of crating.
4. Grandfather clocks must be properly padded and packed separately into Grandfather clock cartons. Chandeliers must be properly padded and packed separately into cartons designed for this item.
5. Sofas will be packed in sofa cartons. Sofas will not be packed standing on their arms for export and storage shipments.
6. All mirrors, paintings, flat glass, framed pictures, and similar articles exceeding 35.56 centimeters (14 IN) by 45.72 CM (18 IN) must be wrapped in protective paper pads, sealed with pressure sensitive tape, and properly padded. The article must then be placed in a mirror type carton that has inserts to support the article. Only one article shall be placed in each mirror type carton.

Note: All protective pads must consist of an outside layer that is of a heavier weight than standard pad, an interior cushioning layer and an inside layer made of a smooth, non-scratch material.

7. All rugs and carpets shall be moth flaked, rolled, and wrapped in Kraft paper, without folding, at the residence. Rugs which are 2.75 meters by 3.65 meters (9 FT X 12 FT) or larger must be identified on the inventory by color and size.
8. Clothing and blankets shall be neatly folded and packed in a suitable container properly lined with clean, new newsprint between every five (5) garments. Employees can choose either flat or hanging wardrobe boxes for HHE shipments, except where hanging wardrobe boxes will not fit into the lift van required for their shipment.
9. All shipping marks must be stenciled directly on the surface of the lift vans. Under no circumstances would an employee's social security number be stenciled on the outside of the lift van.
10. When cellulosic or polyethylene cushioning material is used for the protection of effects it must be a minimum of 3/8 of an inch thick and must be perforated to prevent moisture from being trapped inside the wrapping.
11. All cartons, wrapping and cushioning material must be new and clean, and must conform to the minimum specifications contained herein.
12. The flaps of both ends of each carton shall be properly sealed with at least three (3) pieces of pressure sensitive tape at least 5.08 centimeters (2 IN) wide so that all edges and the portions of the flap which meet are completely sealed.

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13. During completion of the stowing of the effects into shipping containers, the TSP shall prepare a packing list (bingo cards) itemizing the contents of each lift van. A digitally scanned copy of this packing list shall be sent as an email attachment to the Tender Administrator.
14. If the packing company finds it necessary to utilize special packing materials for proper protection of items (crating, special cartons, etc.), they must request authorization from the Tender Administrator prior to services being performed. The request must include the shipper's name, shipment number, item, special service, and cost.
15. Professional books, papers, and equipment from the embassy must be packed at a pre-approved time and date. The TSP's employees and vehicles must be cleared in advance with the Regional Security Officer (RSO) at the embassy prior to the packing of the effects.
16. Articles of extraordinary value. Packing shall be performed only in the presence of the client and the relevant forms should be completed by the client prior to the move. For the packing of U.S. Government articles of extraordinary value, the Tender Administrator shall provide specific instructions to the TSP.
17. Should the client wish to ship wine or alcoholic beverages to the U.S. it must be shipped and packed separately within the HHE weight allowance. The weight of the shipment will be deducted from the total HHE net weight allowance. All packing and shipping charges shall be paid by the USG provided that the net weight remains within the authorized allowance. The client shall complete all the relevant paperwork to import alcoholic beverages into the U.S. prior to shipping the shipment. For shipments of wine and alcohol to destinations other than the U.S., the Tender Administrator shall obtain authorization from the gaining post prior to the HHE pack out and advise the TSP of shipping instructions.
18. The USG will issue a GBL for the shipment of a motor vehicle (POV) or motorcycle (MC) (if a motorcycle is shipped separately from HHE weight allowance). The TSP shall tow a POV or MC from the employee's residence at an agreed date and time. Upon receipt of the vehicle, the TSP is responsible for the following requirements:

A condition report shall be prepared by the TSP, in the presence of the owner, their agent or the driver providing the drive away service, indicating visible damage to include scratches, dents, chips, hairline cracks and broken exterior and interior parts. The TSP shall take photographs of any visible damage. Any additional instruction will be provided by post with regard to the collection and delivery of the vehicle. Upon completion of the condition report, the report must be signed by the TSP and the owner. The original copy of the condition report shall be retained by the TSP for enclosure with shipping documentation; the second shall be provided to the owner of the POV/MC; the third shall be retained by the TSP; and the fourth sent to the Tender Administrator.

- The TSP shall remove tags and license plates from the vehicle and return them immediately to the owner
- While in storage, the POV/MC shall be protected from direct sunlight, inclement weather, and excessive dust.
- Vehicles shall be protected with dust covers for the duration of the storage term.
- The TSP shall disconnect the battery for vehicles in long-term storage, so as to prevent the battery from discharging.
- In order to prepare the POV/MC for shipment, the TSP shall ensure that each vehicle is clean inside and out and free from loose items that can be pilfered with the exception of the vehicle tools and spare tire.
- Excess fuel shall be drained from the vehicle in accordance with carrier specifications.
- POVs shall be braced and lashed securely inside containers or truck prior to shipment to prevent moving or shifting during transit.

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- Dispatch and shipping documentation should be forwarded to the Tender Administrator for review.

#### **ITEM 5-3 TYPE OF CONSTRUCTION OF SURFACE CONTAINERS**

##### **Instructions for Lift vans to be used for Shipment of Household Effects**

Lift vans used for a surface shipment of household effects must be new, soundly constructed of non-coniferous wood or plywood (Unless other materials are required to meet destination requirements) and be approved by the Tender Administrator before use. The outside dimensions of any container/lift van shall not exceed 220 CM (86 IN) in length 135 CM (53 IN) in width and 160 centimeters (63 IN) in height. The thickness of the plywood must be at least 3/8 inch thick. Any special requests for unusual size lift vans shall be specifically stated in the written authorization.

All wood/plywood lift vans must meet ISPM 15 USDA APHIS requirements, be heat treated, and bear the IPPC stamp. All lift vans shall be new, and a caulking compound shall be used when panels are assembled (not after) to ensure watertight joints.

##### **Lining and Banding of All Shipping Lift vans**

1. The interior of all lift vans shall be lined with polyethylene with a minimum thickness of .004 inch. Lining must be applied in such a manner that it is free from holes or tears and laps occur only where the ceiling liner meets the side and end liners. The floor of the lift van must be lined with similar waterproof material. Any other type of waterproof material barrier must have prior approval of the Tender Administrator before use.
2. Adequate steel banding shall be applied tightly and securely to all wooden cases and containers and to the outside of other appropriate containers that may be used for shipments.

#### **ITEM 5-4 CONSTRUCTION OF TRI-WALL CONTAINER**

##### **Preparation of Unaccompanied Air Baggage (UAB) for Shipment**

1. All articles shall be packed into a tri-wall container of suitable capacity so all useable space is occupied, which will ensure a shipment of the least tare weight and smallest cubic measurement compatible with safe transportation to destination without damage to tri-wall container or contents.
2. All cartons, boxes, wrapping and cushioning materials, and tri-wall containers used by the TSP in the performance of services under this contract shall be new, clean, dry, and free from any substance injurious to the article to be packed and contain no wooden skids.
3. All UAB containers provided by the TSP for the protection of baggage shall be tri-wall fiberboard boxes rated for a minimum 900-pound test burst strength. Tri-wall cartons containing airfreight shall not exceed 15 cubic feet (internal measurements) (0.424 cubic meters), 200 pounds (90.90 kilograms) per carton, and dimensions of 37 inches by 23 inches by 30 inches (0.9398 meters by 0.5842 meters by 0.762 meters).
4. The maximum weight of any packed container other than tri-wall shall not exceed 90.72 KG gross weight (200 lbs.) without prior approval of the Tender Administrator.

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5. Adequate steel banding shall be applied tightly and securely for all trunks, footlockers, and wooden cases. Only glass filament tape shall be used for banding suitcases or other soft containers.
6. After wrapping and banding, each piece of baggage must be stenciled according to the instructions received from the Tender Administrator.

#### **ITEM 5-5 BASIS OF WEIGHT**

##### **1. General**

Unless otherwise provided in the tender, the basis of weight for the assessment of charges for services performed hereunder shall be **net weight**. Net weight consists of the weight of actual effects plus the cartons, boxes, crates, fiber drums, and other lightweight packing materials normally supplied in advance to facilitate preliminary packing at the residence. It shall not include the weight of outside shipping lift vans or container, padding, and bracing materials, or any other materials necessary to stow preliminary packed effects into lift vans.

For Unaccompanied Air Baggage (UAB) the basis of weight for the assessment of charges for services performed hereunder shall be **gross weight**. Gross weight consists of shipped items, all packing, and tri-wall containers.

All scale weights shall be supported by certificates or weight tickets bearing gross weight/dimensions/total cube; the date and name/signature of the weighmaster or official responsible for the weighing; and the name/shipment number of the owner of the effects. These certificates or weight tickets shall be subject to bi-annual inspection by representatives of the U.S. Embassy. All scale weights are subject to verification by the U.S. Embassy which may require re-weighing in the presence of its representatives at no expense to the USG. The TSP shall be held responsible for all costs associated with additional services resulting from reporting incorrect shipment weights/dimensions.

a. The net weight of household and personal effects and/or consumables to be prepared for shipment or storage shall be determined by scale weights, ascertained by one of the following methods:

##### **i. Weighing of Loose Effects:**

Loose effects must be weighed by a certified weighmaster on a Government inspected and approved scale. The term "Government inspected scale" means any scale that is inspected and approved periodically for accuracy by appropriate local U.S. Embassy authority.

##### **ii. Weighing of Empty and Packed Lift vans:**

Lift vans should be weighed when empty to establish the tare weight of each container. Upon completion of the packing of effects into the lift vans, the loaded lift vans shall be individually weighed on the same inspected scale to determine the gross weight of each lift van. This weight shall be stenciled on the outside of each lift van immediately after weighing. The difference between the tare weight and the gross weight of each lift van shall be the net weight. Copies of the scale weight tickets for each lift van shall be properly certified by the person ascertaining such weights and shall be identified by the lift van number, date, and name of the owner of the effects.

b. The gross weight of Unaccompanied Air Baggage (UAB) to be prepared for shipment or storage shall be determined by scale weights, ascertained by using a *commercial portable scale at the time of pack out*. This scale shall be used to determine the estimated gross weight of the UAB

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shipment. TSP must inform the employee that weight obtained on portable scales are *estimated* weights only and that shipment shall be re-weighed on a certified scale when the shipment is received at the TSP's facility and that the estimated weight may vary from actual weight. Actual weight obtained from certified scales shall be used for determining if the shipment is within an employee's weight allowance.

#### **2. Schedule of HHE and days allowed for packing**

The following is the schedule of allowed days for respective weight breaks for packing household effects:

0 - 2,500 lbs.	1 day
2,501 - 5,000 lbs.	2 days
5,001 - 7,200 lbs.	3 days

If the pre-pack survey indicates that additional days are necessary, the TSP should notify the Tender Administrator.

Due to the pandemic COVID-19, the schedule of allowed days above may be changed to more days as the number of the moving team would be reduced at minimal to avoid the residence be crowded.

3. **Weight Tickets:** A copy of each certified weight ticket shall be attached to the voucher submitted for payment.

#### **4. Certification and Verification of Weights**

All scale weights shall be supported by certified certificates or weight tickets bearing:

- a. Date
- b. Name of the weighmaster or official responsible for the weighing (with a signature),
- c. Location of scale,
- d. Indicate tare, net, or gross weight,
- e. Name of the TSP, shipment number, and
- f. Name of the owner of the effects.

### **ITEM 5-6 RESPONSIBILITIES FOR SHIPMENT DOCUMENTATION AND DELIVERY**

The TSP shall utilize a digital scanner for the delivery of packing lists, security labels sheet, and weight and cube sheets to the Tender Administrator. Upon receipt of the packing list, weight certificate and security labels sheet for the HHE or condition report for POVs or GOVs, the Tender Administrator shall furnish the TSP the forwarding request and necessary shipping documents. It is the responsibility of the TSP to arrange sufficient time to load the shipment to ensure delivery to residence or Embassy within 14 days from the receipt of the Tender Administrator forwarding request. The request will be furnished by e-mail. It is the TSP's responsibility to notify the Tender Administrator, by email, if a shipment cannot be delivered by the specified date and the reasons, therefore. Failure to provide notice prior to the latest date the shipment is to be delivered may be considered a tender violation.

A copy of the Consignment notes [Convention on the Contract for the International Carriage of Goods by Road] (CMR) must be sent to the Tender Administrator upon truck departure and a signed original copy of delivery must be e-mailed to the Tender Administrator within 2 days of the delivery date, followed by the original document.

The TSP is required to type the following information on all CMRs:

1. Gross weight, net weight, and metric cube capacity
2. Dimensions of each piece must be typed on the CMR, in metric, with the English equivalents in parenthesis. These dimensions should be in the order of length by width by height [for example, 1 pc @ 17IN x 14IN x 26IN].



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3. The number of pieces.

Complete CMR instructions and specific lift van marking will be provided by the Tender Administrator.

**SECTION 6: DELIVERIES OR PERFORMANCE**

**ITEM 6-1 PERIOD OF PERFORMANCE**

This Tender shall be effective from September 13, 2021 at 0800 hours.

**ITEM 6-2 TIME OF PERFORMANCE**

The time schedules shown below shall be adhered to by the TSP for the completion of the services required under Section 4-1 of this schedule. The completion of services shall not be delayed unless an extension is granted and confirmed in writing by the Tender Administrator prior to the expiration of the time period specified below or unless storage in transit is authorized by the Contracting Officer.

1. The packing lists, security labels sheet and weight certificates shall be completed within one (1) working day after pickup of goods at the residence. This one day is exclusive of the packing day. Arrangement for the shipment to be picked up by the freight forwarder must occur within two (2) days.
2. The packing of household effects shall be completed within three working days for shipments under 7,200 lbs. Up to two additional working days may be authorized for shipments over 7,200 lbs.
3. The delivery of incoming shipments shall be completed within two (2) working days from receipt of notification from the Tender Administrator. The delivery and unpacking services at the residence shall be performed on the date and at the time agreed upon between the TSP and the Tender Administrator.
4. All Inbound shipments and release to owner or agent shall be completed within five (5) working days after receipt of notification from the Tender Administrator.

Services required under Section 4-1; Scope of Work above shall not be deemed completed until the Tender Administrator receives notification of completion of services prescribed in Section 6-

**ITEM 6-3 NOTIFICATION OF COMPLETION SERVICES**

Within 48 hours of the completion of the required services, the TSP shall notify the Tender Administrator, by email, and provide the following information.

- a. Name of employee and agency affiliation
- b. U.S. Government Bill of Lading (GBL) number
- c. The ultimate destination of the shipment
- d. Date of the pickup, number of pieces, net, and gross weight of shipment in metric with the English equivalents in parenthesis.
- e. Vehicle make, model and VIN number

A U.S. Government Bill of Lading (GBL) will be issued for each international shipment by the Contracting Officer. The GBL will be forwarded by the Tender Administrator to the TSP.

**ITEM 6-4 PRE-MOVE SURVEY**

Before the UAB, HHE, and cargoes are packed, the TSP shall, in connection with each instance of household effects services in this tender, make an on-site pre-shipment survey of the items to be

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shipped and/or stored to determine the approximate net weight of each category. The survey shall be conducted by an approved estimator. The survey must list the major pieces of furniture, appliances, and equipment which are to be included in the shipment and/or storage lot. It must also state the number of cartons and crates necessary to properly pack the loose and fragile items. The TSP shall give a copy of each survey, signed, and dated by the estimator, indicating the total estimated net weight of both the export shipment and storage lot to the client and the Tender Administrator within one working day. A pre-shipment survey that deviates by more than ten percent, either high or low, in either the export or storage estimates, will be documented by the Tender Administrator. A pre-shipment survey will not normally be required for shipments other than household effects shipments.

#### **ITEM 6-5 QUALITY ASSURANCE AND SURVEILANCE PLAN (QASP)**

The TSP, not the Government, is responsible for management and quality control to meet the terms of the tender. The role of the Government is to monitor quality to ensure that specified standards are achieved. The Tender Administrator will monitor TSP performance, advise the TSP of occurrences of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance.

The primary quality assurance procedure for this tender is employee feedback. If the USG has to repeatedly request the TSP correct work that was incorrectly performed, and it is clearly the fault of the TSP, suspension from the tender may result.

1. When the TSP fails to perform its contractual obligations, the TSP has committed a tender breach. The USG retains the right to prescribe terms that result from a tender breach. Depending on the severity of the breach, such terms may range from price adjustments to termination.
2. The monitoring of TSP performance is performed by the Tender Administrator who will receive all complaints and documents from clients regarding services provided. If appropriate the complaints will be discussed with TSP.
3. The performance standard is that no more than one complaint is received a month. The Tender Administrator shall notify the Contracting Officer of the complaints so that the Contracting Officer may take the appropriate action.

#### **ITEM 6-6 VIOLATIONS/SUSPENSION**

The USG reserves the right to decline to order services if violation notices are issued to the TSP. Rebuttals are only authorized after the first notice and prior to the issuance of the second notice. Continued violations may lead to the TSP's services being terminated.

Violation of performance requirements in this TOS may result in the following:

1<sup>st</sup> Violation - 30-day suspension

2<sup>nd</sup> Violation - 60-day suspension

3<sup>rd</sup> Violation - Removal from the Tender of Service

## **SECTION 7: BILLING AND PAYMENT**

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The TSP shall be paid upon proper completion of authorized services and submission of specified documents required under the TOS. Payment under this TOS will be limited to actual services authorized and performed. Billing prior to completion of services is prohibited.

#### **ITEM 7-1 Submission of Invoices**

Invoices for services rendered will be submitted for payment based on the rates submitted on this tender by the TSP and will be paid within 30 days of receipt of a complete and proper invoice.

Required method for service/statement submission: The TSP must submit all invoices for payment directly and electronically to the Finance Management Office at [kinshasainvoice@state.gov](mailto:kinshasainvoice@state.gov). For any other correspondence with the Financial Office the following email address should be used: [Kinshasainvoice@state.gov](mailto:Kinshasainvoice@state.gov).

The invoice must include the following information to facilitate payment:

1. Name and address of TSP
2. Date of invoice
3. Tender and invoice number
4. Description of items delivered, or services rendered
5. Quantities, weight certificate and cubic measurement of items delivered or packed
6. Unit price if any and total price
7. Shipping and payment terms and such other substantiating documentation of information as required by the tender
8. Name (where applicable) the title, the telephone number, and address of the responsible official to whom the payment is to be sent
9. Truck number, the city of discharge and place of loading
10. Copy of the electronic transit T1 and CMR (for incoming shipments)
11. Signed on delivery place CMR (for road services)
12. Shipment description
13. U.S. Government Bill of Lading (GBL) Number
14. Bank account information for payment in US Dollar

Invoices submitted for payment must be supported by vouchers covering all disbursements, clearance certificates and/or reason for charges that may be incurred. No additional charges for packing and shipping will be approved if submitted more than 90 days after the completion of services.

#### **ITEM 7-2 Payment**

Payments under this TOS will be made via electronic funds transfer (EFT). TSP shall not bill for services until such services are completed and shipped and/or delivered at destination. (See ITEM 4-1 Prompt Performance of Services)

The TSP must maintain copies of the following documents and provide them to Tender Administrator as supporting documentation upon request:

1. Accomplished original T1, CMR, AWB, and GBL
2. Shipment weight tickets and packing lists

In consideration of the satisfactory performance of all scheduled services required under this tender, the TSP shall be paid within 30 days from the date of receipt of a complete invoice and supporting documents. Payment shall only be made for services approved by the USG representative.

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### **SECTION 8: SPECIAL TENDER REQUIREMENTS**

#### **ITEM 8-1 NONPAYMENT FOR UNAUTHORIZED WORK**

The USG will not pay for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the TSP of his own volition or at the request of an individual other than the designated Tender Administrator or Contracting Officer. The specifications, terms, and/or conditions of this tender may only be changed or altered by the Contracting Officer.

#### **ITEM 8-2 MISSHIPMENT OF FREIGHT**

The TSP shall be liable for ensuring that all shipments are labeled, stenciled, or marked correctly. When a shipment is forwarded to an incorrect address due to incorrect labeling, stenciling, or marking by the TSP, the shipment shall be forwarded to the rightful address by the quickest means of transportation as directed by the Contracting Officer. The TSP shall reimburse the USG for all costs incident to the forwarding of such shipments from the incorrect address to the correct address, including charges for preparation, drayage, and transportation. The TSP accepts full responsibility for any and all losses and /or damages from the time such cargo is received into the hand of the TSP until it is released into the custody of the Government as evidenced by the signed receipt. The TSP further agrees that in any instance involving loss or damage to USG cargo or household effects, where the TSP fails to exercise reasonable diligence, the TSP shall assume full responsibility for such loss or damage including the payment of claims for losses or damage.

#### **ITEM 8-3 MISDIRECTION OF FREIGHT**

The TSP shall be liable to the USG for the forwarding to the rightful owner any household and personal effects that were packed or stowed by the TSP, inadvertently or otherwise, with effects destined to other than the rightful owner. The forwarding of such effects will be done by the quickest means of transportation as directed by the Contracting Officer. The TSP shall reimburse the USG for all costs incident to the forwarding of such effects including charges for preparation, drayage, and transportation.

#### **ITEM 8-4 FUEL SURCHARGE**

All rates shall include anticipated costs of fuel. There are no provisions under this TOS for a fuel surcharge.

#### **ITEM 8-5 SPECIAL CRATING/PACKING MATERIAL/ASSESSORIAL APPROVAL**

The TSP must supply the Tender Administrator with a complete special request/assessorial form (see attachment 9-5) for authorizing special crating services. The authorization must include a description of the items to be crated, whether the items are being exported or placed in storage, if the crate is required for safe transport, or if the employee requested it, and the total cost. Please include the shipper's name, shipment number along with the Tender Administrator's name on all requests. Crates must conform to the USDA APHIS specifications for the destination designated on the TSP's authorization. All wood/plywood containers must meet ISPM 15 USDA APHIS requirements, be heat-treated, and bear the IPPC stamp on all sides of the container.

The TSP must email a copy of special request/assessorial request to the Tender Administrator for approval prior to the pack out date.

#### **ITEM 8-6 USE OF TENDERS BY OTHER GOVERNMENT AGENCIES**

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This TOS may be used by other U.S. Government agencies to meet their requirements. The use of the TOS is subject to the approval of the Tender Administrator and all Government agencies must abide by the guidelines set forth herein.

#### **ITEM 8-7 GOVERNMENT SAVED HARMLESS**

The TSP shall hold the Government, its officers, agents, and employees free from liability of any nature or kind, including, but not limited to, costs or expenses for or on account of any or all suits or claims of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of performance under this TOS by the TSP or his agents.

#### **ITEM 8-8 ORDERING SERVICES**

##### **1. Services to Be Authorized**

Services to be performed for the Department of State (DOS) will be ordered from the TSP by the issuance of an appropriate U.S. Government Bill of Lading (GBL). Agencies, other than the DOS, which may utilize this tender, shall issue an appropriate order for such services directly to the TSP.

##### **2. Assignment of Shipments**

In order to achieve the most effective movement of goods, the U.S. Embassy will assign shipments to TSPs for services covered under this tender. The employee or his authorized representative will not select a TSP nor deal directly with any TSP but will coordinate pickup and/or delivery dates with the Tender Administrator. Any requests from the employee or his authorized agent regarding dates, changes to pickups, deliveries, or any other matters relating to shipments handled by TSP under the terms of this tender must be referred to Tender Administrator for action. No action of any kind is authorized unless it is approved by the Contracting Officer (CO). Only after the assignment of a TSP has been made by Tender Administrator will the TSP deal with the employee concerning details of the assigned move.

##### **3. Placement of Orders**

Orders shall be placed as required throughout the term of the tender authorizing the performance of specific services within the categories prescribed in this tender.

4. Requirements filled through an International Government Bill of Lading (ITGBL, "door to door") shipment are excluded from the scope of this tender.

No work is to commence without confirmation by the Contracting Officer (i.e. GBL).

#### **ITEM 8-9 INSURANCE REQUIREMENTS**

The TSP, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The TSP shall carry the following minimum levels of insurance:

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees.

The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwclscarrier.htm>

#### **ITEM 8-10 CERTIFICATE OF INSURANCE**

1. The TSP shall furnish the Contracting Officer with a current certificate of insurance as proof of the required coverage. In addition, the TSP shall furnish evidence of a commitment by the

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TSP's insurer to notify the Contracting Officer in writing of any material change of coverage not less than thirty (30) days before such change, expiration or cancellation is effective.

2. The TSP shall give the Contracting Officer immediate notice in writing of any suit or action filed against the TSP arising out of the performance of this tender. The TSP shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the TSP. Insofar as the following shall not conflict with any policy or tender of insurance and upon request of the Contracting Officer, the TSP shall do any and all things to effect an assignment and subrogation in favor of the USG of all TSPs rights and claims against the USG, arising from or growing out of such asserted claims, and if required by the Contracting Officer shall authorize a representative of the USG to settle and/or defend any such claim and to take charge of any such litigation affecting the TSP.
3. The TSP shall indemnify and save harmless the USG from and against all losses and all claims, demands, payments, suits and actions, recoveries and judgments of every nature and description brought or recovered against the USG or the TSP by reason of any act or omission of the TSP, its agents, or employees in the execution or protection of the work. The TSP's assumption of liability continues independently of the insurance policies.

**ITEM 8-11 LIABILITY OF TSP**

1. Notwithstanding any other provision of this tender, TSP hereby agrees to accept liability in accordance with this clause to the USG as subrogee or assignee of the owner of the property for loss, destruction, or damage to any article over which the TSP has custody or control under this tender, whenever such loss, destruction, or damage is caused by lack of due care, negligence, failure to adhere to tender requirements, or intentional misconduct by the TSP, its employees, or its sub-packers.
2. TSP's liability under this clause shall be within the limits of the USG subrogation or rights by assignment, be the full cost of repair, or the full replacement cost as defined in ITEM 8-11-3 Liability of TSP, subject to the exception stated therein.
3. Full replacement cost shall be the cost of a new item which is identical or materially similar to the item that was lost, destroyed or damaged. TSP's maximum liability to the USG as subrogee or assignee for loss, destruction, or damage shall be \$8.50 times the net weight of the shipment or blue book retail value for vehicles.
4. Claims will be considered by the TSP after receipt of a completed claims package.
5. Claims by the USG as subrogee or assignee for loss, destruction, or damage of property under this clause will be asserted as affirmative USG claims pursuant to the Contract Disputes Act of 1978, 41.U.S.C. 601 et seq. Disputes between the USG and the TSP shall be resolved as prescribed in the Disputes Clause, FAR 52.233-01. The property owner is not precluded from directly resolving claims with the TSP. The owner has two years to file a claim, and two years is the length of the TSP's liability.
6. The liability of the TSP imposed by this clause shall not be nullified or limited by any limitation, disclaimer, or release prescribed by the TSP or provided by the owner of the goods. Any such limitation, disclaimer or release shall be null and void with respect to the USG rights under any subrogation or assignment agreement.

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7. The TSP liability under this clause shall not limit the TSP's liability to the owner of the property, except to the extent the owner's interest has been transferred by subrogation or assignment to the USG.

**ITEM 8-12 GOVERNMENTS RIGHT OF REMOVAL OF GOODS**

The USG, as the depositor of goods placed in a TSP's facility, reserves the right to order goods removed at any time by reasonable means by anyone authorized to do so by the U.S. Government.

**ITEM 8-13 LATE SHIPMENTS**

When export-packed HHE shipments are not reported available within thirty (30) days from the date required to be export-packed from storage/vendor, the TSP shall be liable for the cost difference in moving the HHE shipment via airfreight versus surface from the employee's origin residence to the employee's post of assignment.

**ITEM 8-14 MISPLACED SHIPMENTS**

The TSP shall be held liable to the USG for the forwarding to the rightful owner any item(s) of household and personal effects which should have been packed with the air freight or household effects shipments but were not included therein and placed in the employee's storage by mistake. The same holds for item(s) included in the air freight or household effects shipment which should have been placed into storage.

The TSP shall reimburse the USG for all costs associated with the preparation and forwarding of these misplaced items to the rightful owner or storage location, including preparation, drayage, transportation, and receipt and placement into storage.

**ITEM 8-15 EMPLOYEES**

The TSP will only use trained personnel who are qualified to perform their assigned duties in packing and handling of personal property. If any personnel appear to be under the influence of alcohol or drugs or use abusive language, they shall promptly be replaced with qualified personnel when requested by the employee or Tender Administrator. Parolees, convicts, prisoners or casual day laborers will not be used in the packing or movement of personal effects. There must be at least one employee who is fluent in the English language during the entire pack-out or delivery.

**ITEM 8-16 CONTINUATION OF TENDER**

Notwithstanding the expressed tender expiration date, this tender shall remain in full force and effect until the last items or services ordered hereunder have been delivered and accepted by the USG.

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**Exhibit A: 14 FAM Exhibit 611.6 Limitations**

**14 FAM EXHIBIT 611.6**  
**LIMITATIONS**

*(CT: LOG-51, 02-25-2008)*

**MAY BE APPROVED FOR CRATING**

FINE ARTWORK (INCLUDING VASES,  
PICTURES, PAINTINGS, AND SCULPTURES)  
WITH A DOCUMENTED VALUE OVER \$2100  
PER ITEM OR PER SET

GLASS / MARBLE / SLATE TABLETOPS, WITH A  
REPLACEMENT VALUE OF \$500 OR GREATER,  
AND WHICH WILL NOT FIT IN A NORMAL  
STORAGE VAULT OR LIFT VAN

CRYSTAL CHANDELIER WITH APPRAISED  
VALUE OVER \$2100  
BABY GRAND PIANOS

PROJECTION TV / LCD TV / FLAT PANEL TV  
OVER 60 INCHES

CABINETS WITH GLASS FRONTS AND  
DOORS

**WILL NOT BE APPROVED FOR CRATING**

ANY WOOD FURNITURE, OVERSTUFFED  
CHAIRS OR SOFAS, WALL DIVIDERS, WALL  
UNITS, CHINA HUTCHES OR CABINETS

TAXIDERMIED OR STUFFED ANIMAL  
TROPHIES

ANY ELECTRONIC EQUIPMENT  
ANY PLAYGROUND EQUIPMENT  
ANY ATHLETIC / EXERCISE EQUIPMENT

UPRIGHT / ELECTRIC PIANO  
SURFBOARDS  
LADDERS, TOOLS OR YARD MAINTENANCE  
EQUIPMENT  
SHIP / AIRPLANE OR OTHER LARGE MODELS  
MATTRESSES  
FISH TANKS  
BICYCLES  
CLOCKS  
MUSICAL INSTRUMENTS  
ARTWORK WITH APPRAISED VALUE UNDER  
\$2100 PER ITEM  
HAT/ COAT RACK  
ANY ITEMS GOING INTO STORAGE  
CHANDELIER WITH APPRAISED VALUE  
UNDER \$2100  
DOLLHOUSE



## Standard Tender of Service (TOS) Origin Packing, Clearing and Delivery Services

### Quote Sheet (Pricing)

For satisfactory performance of all scheduled services required under this TOS, the Government shall pay the Contractor a fixed price per unit of service. The Government will make payment in U.S. Dollars.

- a) **Packing services:** the unit prices per kilo shall be fully loaded rates, including services, but are not limited to providing packing containers, packing, transportation of crates/boxes from residential compounds to designated warehouses or airport. (see p. 8).
- b) **Administrative Charges:** the administrative charges are operating administrative expenses including but not limited to any other administrative charges related to the UAB/HHE/General Cargo and cold chain.
- c) **Airport Charges:** airport charges rate is inclusive of customs clearance formalities but not limited to laissez-suivre, FERE/FERI fee, including any services charged by the airport.
- d) **Port charges:** port charges are any services charged by the port. Inclusive of but not limited to handling, warehousing, customs formalities, OCC formalities, OGEFREM formalities, SCPT formalities,

The TSP shall provide the following categories of services starting after the Notice to Proceed and continuing for a period of 12 months.

The U.S. Government will not reimburse the TSP under this TOS. The TSP shall not include a line for VAT on invoices as the U.S. Embassy has a tax exemption certificate with the host government.

### Exhibit B: Shipment Count for the past year.

These numbers are estimates only and are not guaranteed for this tender cycle

1. OUTBOUND SERVICES	Unit of Measure	Estimated Quantity
a) PACKING SERVICES - UNACCOMPANIED AIR BAGGAGE.	100 lbs.	
b) PACKING SERVICES - HOUSEHOLD EFFECTS.	100 lbs.	
c) HOUSEHOLD EFFECTS BY AIR.	100 lbs.	
2. TRANSPORTATION SERVICES		

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**Origin Packing, Clearing and Delivery Services**

a) INTERNATIONAL TRANSPORT FROM TSP'S FACILITY TO (SHIPPING DESTINATION)	100 lbs.	
b) TRANSPORT FROM TSP'S FACILITY TO (SHIPPING DESTINATION)	Vehicle	
3. INBOUND SERVICES		
a) UNPACKING SERVICES -UNACCOMPANIED BAGGAGE.	100 lbs.	
b) UNPACKING SERVICES - HOUSEHOLD EFFECTS.	100 lbs.	
c) VEHICLE	Vehicle	
d) GENERAL CARGO	100 lbs.	
4. STORAGE SERVICES (PER 30 DAYS)		
a) UNACCOMPANIED BAGGAGE, HOUSEHOLD EFFECTS, and GENERAL CARGO	100 lbs.	
b) VEHICLES	Vehicle	

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**  
**Attachment 9-1: Acronyms used within this Tender of Service**

APHIS	Animal and Plant Health Inspection Service
CM	Cubic Meters (measurements)
DO	Delivery Order
CO	Contracting Officer
DOD	Department of Defense
AWB	Airway bill
DOS	Department of State
ELSO	European Logistics Support Office
ETA	Estimated time of Arrival
CMR	Consignment notes (Convention on the Contract for the International Carriage of Goods by Road)
FAM	Foreign Affairs Manual
FAR	Federal Acquisitions Regulations
FIATA	International Federation of Freight Forwarders
FIDI	Federation of International Furniture Removers
FT	Foot (measurements)
GBL	U.S. Government Bill of Lading
GOV	Government Owned Vehicle
GSO	General Service Office
HHE	Household Effects
HRS	Hours
IAM	International Association of Movers
IATA	International Air Transportation Association
IPPC	International Plant Protection Convention
ISPM	International Standard for Phytosanitary Measures
MC	Motorcycle
NTE	Not to Exceed
PBO	Packed by Owner
PC	Piece
POV	Privately Owned Vehicle
QASP	Quality Assurance and Surveillance Plan
RSO	Regional Security Office
T1	Transit Customs Declaration
CY	Container Yard

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

TOS	Tender of Service
TSP	Tender Service Provider
U.S.	United States (of America)
UAB	Unaccompanied Air Baggage
USCG	United States Coast Guard
USD	United States Dollar (Official currency in the United States)
USDA	United States Department of Agriculture
USG	United States Government
OCC	Office Congolaise de Contrôle
DGDA	Direction Générale des Douanes et Accises
OGEFREM	Office de la Gestion de Fret Multimodal
FERI	Fiche Électronique de Renseignement à l'Importation
FERE	Fiche Électronique de Renseignement à l'Exportation

**Standard Tender of Service (TOS)  
Origin Packing, Clearing and Delivery Services  
Attachment 9-2: Letter of Intent**



**U.S. Embassy, Kinshasa  
Origin Packing and Delivery Tender of Service  
19SCG5021T0001  
Trading Partner Agreement & Letter of Intent**

*Carrier Agreement*

*To Abide By the Terms and Conditions Of*

**U.S. Embassy, Kinshasa  
General Service Office – Shipping & Customs  
498 Avenue Colonel Lukusa, Gombe  
Kinshasa, DRC**

*This is to certify that our company accepts the U.S. Embassy's request to participate in the U.S Embassy's TENDER OF SERVICE (TOS) Packing and Transportation Services Program.*

*I certify that I have read and will comply with all the provisions contained in the U.S. Embassy's TENDER OF SERVICE.*

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..... (COMPANY NAME & ADDRESS)

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SIGNATURE  
TITLE OF AUTHORIZED COMPANY OFFICIAL & DATE

CARRIER CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

EMAIL \_\_\_\_\_

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**  
**Attachment 9-3: Rate Quote Sheet**

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

	<b>Rate per KG-U.S. Dollar</b>	<b>Estimated Quantity in KG/pcs</b>	<b>Cost VAT exclusive</b>	<b>VAT % - If applicable</b>	<b>VAT Inclusive Cost</b>	<b>T Code</b>
<b>1.A. Outbound Services for UAB &amp; HHE with USG provided lift vans</b>						
a) PACKING UNACCOMPANIED AIR BAGGAGE. Costs are based on gross weight.		10,000				KINSHOU
b) PACKING HOUSEHOLD EFFECTS. Costs are based on net weight per pound (kg.) and exclude the weight of lift vans.		100,000				KINSHOH
<b>1. B. Outbound Services for UAB &amp; HHE without USG provided lift vans</b>						
a) PACKING UNACCOMPANIED AIR BAGGAGE. Costs are based on gross weight.		10,000				KINSHOU
b) PACKING HOUSEHOLD EFFECTS. Costs are based on net weight per pound (kg.) and exclude the weight of lift vans.		100,000				KINSHOH
<b>From 1 – 50 kgs.</b>						
Administrative Charges		10				KINSH1A
Airport Charges – Handling, and customs clearance		10				KINSH2A

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

Transportation from TSP to the airline designated warehouses or airport		10				KINSH1T
<b>From 51 – 100 kgs.</b>						
Administrative Charges		25				KINSH1A
Airport Charges – Handling, and customs clearance		25				KINSH2A
Transportation from TSP to the airline designated warehouses or airport		25				KINSH1T
<b>From 101 – 500 kgs.</b>						
Administrative Charges		50				KINSH1A
Airport Charges – Handling, and customs clearance		50				KINSH2A
Transportation from TSP to the airline designated warehouses or airport		50				KINSH1T
<b>From 501 – 1,000 kgs.</b>						



**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

Administrative Charges		40				KINSH1A
Airport Charges – Handling, and customs clearance		40				KINSH2A
Transportation from TSP to the airline designated warehouses or airport		40				KINSH1T
<b>From 1,001 – 2,500 kgs.</b>						
Administrative Charges		50				KINSH1A
Airport Charges – Handling, and customs clearance		50				KINSH2A
Transportation from TSP to the airline designated warehouses or airport		50				KINSH1T
<b>Over 2,500 kgs.</b>						
Administrative Charges		10				KINSH1A
Airport Charges – Handling, and customs clearance		10				KINSH2A

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

Transportation from TSP to the airline designated warehouses or airport		10				KINSH1T
<b>2. Outbound Services for POV/GOV</b>						
<b>Administrative Charges</b>						
20foot container		1				KINSH1A
40foot container		1				KINSH1A
<b>Charges at the Port</b>						
20foot container		1				KINSH2A
40foot container		1				KINSH2A
<b>Towing/Lashing/stuffing</b>						
Towing of a POV or GOV on a flatbed truck from a residence or Embassy to the dry port.		1				KINSH2T

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

Lashing/Stuffing		1				KINSH3T
Crane/Box loader for a 40ft container ONLY		1				KINSH4T
<b>Trucking from Kinshasa to Matadi</b>						
20foot container		1				KINSH5T
40foot container		1				KINSH6T
<b>Export formalities (OCC, Customs clearance, including but not limited to any other administrative formalities at Kinshasa and Matadi Port)</b>						
20foot container						KINSH4A
40foot container						KINSH4A
<b>3. Inbound Services for UAB/HHE/SUPPLIES (general cargo)</b>						
a) DELIVERY AND UNPACKING UNACCOMPANIED BAGGAGE.		10,000				KINSHIU
b) DELIVERY AND UNPACKING HOUSEHOLD EFFECTS. Costs are based on net weight.		100,000				KINSHIH

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

<b>From 1 – 10 kgs.</b>						
Administrative Charges		25				KINSH1A
Airport Charges – Handling, warehousing, and customs clearance		25				KINSH2A
Transportation from the airport or TSP to residence		25				KINSH1T
<b>From 11 – 20 kgs.</b>						
Administrative Charges		35				KINSH1A
Airport Charges – Handling, warehousing, and customs clearance		35				KINSH2A
Transportation from the airport or TSP to residence		35				KINSH1T
<b>From 21 – 50 kgs.</b>						
Administrative Charges		35				KINSH1A

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

Airport Charges – Handling, warehousing, and customs clearance		35				KINSH2A
Transportation from the airport or TSP to residence		35				KINSH1T
<b>From 51 – 100 kgs.</b>						
Administrative Charges		50				KINSH1A
Airport Charges – Handling, warehousing, and customs clearance		50				KINSH2A
Transportation from the airport or TSP to residence		50				KINSH1T
<b>From 101 – 500 kgs.</b>						
Administrative Charges		55				KINSH1A
Airport Charges – Handling, warehousing, and customs clearance		55				KINSH2A
Transportation from the airport or TSP to residence		55				KINSH1T

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

**From 501 – 1,000 kgs.**

Administrative Charges		55				KINSH1A
Airport Charges – Handling, warehousing, and customs clearance		55				KINSH2A
Transportation from the airport or TSP to residence		55				KINSH1T

**From 1,001 – 2, 000 kgs.**

Administrative Charges		55				KINSH1A
Airport Charges – Handling, warehousing, and customs clearance		55				KINSH2A
Transportation from the airport or TSP to residence		55				KINSH1T

**Over 2,000 kgs.**

Administrative Charges		60				KINSH1A
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**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

Airport Charges – Handling, warehousing, and customs clearance		60				KINSH2A
Transportation from the airport or TSP to residence		60				KINSH1T
<b>4. Inbound Services by Air for cold chain</b>						
<b>Quote per pound.</b>						
Administrative Charges						KINSH1A
Airport Charges – Handling, warehousing, and customs clearance						KINSH2A
Temporary storage in cold room (per day)						KINSH1S
Transportation from the airport or TSP to Embassy						KINSH1T
<b>5. Inbound Services by Air for POV/GOV</b>						
<b>From 1,000 – 2,000 kgs.</b>						
Administrative Charges						KINSH1A

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

Airport Charges – Handling, warehousing, and customs clearance						KINSH2A
Towing of a POV or GOV on a flatbed truck from airport/TSP facility to residence or Embassy						KINSH2T
<b>Over 2,000 kgs.</b>						
Administrative Charges						KINSH1A
Airport Charges – Handling, warehousing, and customs clearance						KINSH2A
Towing of a POV or GOV on a flatbed truck from airport/TSP facility to residence or Embassy						KINSH2T
<b>6. Inbound Services by Surface for POV/GOV/SUPPLIES</b>						
<b>Administrative Charges</b>						
20foot container						KINSH1A
40foot container						KINSH1A



## Standard Tender of Service (TOS) Origin Packing, Clearing and Delivery Services

**Charges at the Port (Handling, warehousing, and customs clearance.**

20foot container						KINSH2A
40foot container						KINSH2A

**Transportation from Port of Matadi to the carrier dry port.**

20foot container						KINSH5T
40foot container						KINSH5T

**Delivery**

20foot container						KINSH1D
40foot container						KINSH2D

**Return of empty maritime line's container to dry port or Matadi port**

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

20foot container						KINSH1R
40foot container						KINSH2R
<b>7.Corridor (through Congo river)</b>						
<b>Administrative Charges</b>						
20foot container						KINSH1A
40foot container						KINSH1A
<b>Trucking (from PNR to BZV)</b>						
20foot container						KINSH5T
40foot container						KINSH6T
<b>Barging (from BZV to KIN)</b>						
20foot container						KINSH1B
40foot container						KINSH2B

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

<b>8.Overland Transportation</b>						
<b>Administrative Charges</b>						
20foot container						KINSH1A
40foot container						KINSH1A
<b>Trucking (from Durban, SA to Johannesburg)</b>						
20foot container						KINSH1L
40foot container						KINSH2L
<b>Trucking (from Johannesburg to Namibia)</b>						
20foot container						KINSH3L
40foot container						KINSH4L
<b>Trucking (from Namibia to Angola)</b>						
20foot container						KINSH5L

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**

40foot container						KINSH6L
<b>Trucking (from Angola to Lufu)</b>						
20foot container						KINSH7L
40foot container						KINSH8L
<b>Trucking (from Lufu to Kinshasa)</b>						
20foot container						KINSH9L
40foot container						KINSH10L
<b>9. Temporary Storage</b>						
a) UNACCOMPANIED BAGGAGE, HOUSEHOLD EFFECTS and GENERAL CARGO.		Per CBM				KINSH2S

**Standard Tender of Service (TOS)  
Origin Packing, Clearing and Delivery Services  
Attachment 9-4: Hazardous Materials**

**Addendum - List of allowable/forbidden items in HHE**

**[14 FAM 611.6 Household Effects \(HHE\)](#)**

**14 FAM 611.7 Limitations**

**14 FAM 611.6 Household Effects (HHE)**

*(CT:LOG-295; 10-26-2020)*

*(State/USAGM/USAID/Commerce/Agriculture)*

*(Foreign Service)*

Property, unless specifically excluded, associated with the home and all personal effects belonging to an employee and eligible family members that legally may be accepted and transported by a commercial carrier, may include furniture, household goods, and personal items for the use of an employee and authorized eligible family members:

(1) HHE also includes:

- (a) Professional books, papers, and equipment (see [14 FAM 514.4](#), subparagraph a (8), regarding request for approval of shipment of professional materials and the NOTE regarding professional materials for medical specialists);
- (b) Replacement parts or maintenance items for a POV such as tires, motor oil, windshield wipers, windshield wiper fluid, spark plugs, belts, filters and any other similar items. Nonspillable (UN 2800) automotive batteries may be shipped if allowed by host-country import rules and they are properly marked and documented;
- (c) Integral or attached POV parts that must be removed in preparation for shipping due to high vulnerability to pilferage or damage, such as hubcaps or wheel covers, pickup truck tailgate, side mirrors, cigarette lighters, antennas, sound systems, GPS units, and other removable electronic items;
- (d) Consumable items may be included in an HHE shipment utilizing a portion of the HHE shipping weight entitlement or shipped under the separate consumables allowance, if the employee is assigned to a consumables post (see

## **Standard Tender of Service (TOS)**

### **Origin Packing, Clearing and Delivery Services**

the [A/OPR/ALS](#) website for the list of consumables posts);

- (e) Snowmobiles, jet skis, ATVs, motorcycles, mopeds, golf carts, and trailers manufactured for the specific purpose of transporting these types of equipment, provided they do not exceed the interior dimensions of a 20' sea container (L232" x W92"x H94");
  - (f) Inherited personal effects that come into an employee's possession upon the death of an immediate family member of the employee or the employee's spouse, or when the immediate family member is placed into an assisted living facility. Request for shipment and storage of inherited personal effects must be made to the Executive Director, GTM/EX, in conjunction with a current set of PCS orders (see [14 FAM 611.3](#) for a definition of inherited personal effects). Already expired orders will not be extended for this purpose. Employees may submit a TMTWO immediately after issuance of a TMONE, if needed. Shipment of inherited effects are authorized only from within the United States or U.S. territory. Inherited personal effects are not authorized for shipment to the employee's post or any other location outside of the United States. If approved, the GTM technician will authorize placement of the inherited personal effects into a U.S. Government storage facility. Domestically assigned employees are not eligible for shipment of inherited effects; and
  - (g) Taxidermied or stuffed animals: The employee is responsible for reviewing and understanding all requirements before initiating a request to transport taxidermy or stuffed animal trophies (see 50 CFR Part 13). Prior to shipping, the employee must confirm that the transit points, the storage location and the destination location will accept animal trophies. The employee is responsible for all certificates for clearance and customs and duty fees incurred even if the animal trophies are rejected at any transit, storage or destination point after shipment commences;
- (2) HHE does not include:
- (a) Personal luggage in connection with travel by common carrier transportation (see [14 FAM 568](#));

## Standard Tender of Service (TOS)

### Origin Packing, Clearing and Delivery Services

- (b) Automobiles, trucks, vans, and similar motor vehicles, mobile homes, camper trailers, utility trailers, boats (including canoes, kayaks, rowboats, or any small open watercraft), aircraft, and farming vehicles;
  - (c) Live animals and live plants;
  - (d) Cordwood and building or construction materials (see [14 FAM 611.3](#) for definition of construction materials);
  - (e) Items for resale, disposal, or commercial use rather than for use by employee and immediate family members, or any items in commercial quantities;
  - (f) Privately owned live ammunition (see [14 FAM 611.7-2](#) regarding shipment of a personally owned firearm and ammunition); or
  - (g) Propane gas tanks;
- (3) Federal, State, and local laws or carrier regulations may prohibit commercial shipment of certain articles not included in subparagraph (2) of this section. These articles may include:
- (a) Property that may damage equipment or other property (e.g., hazardous articles including explosives, flammable and corrosive material, poisons);
  - (b) Articles that cannot be taken from the premises without damage to the article or premises; and
  - (c) Perishable articles (including frozen foods) requiring refrigeration, or perishable plants.

## 14 FAM 611.7 Limitations

*(CT:LOG-295; 10-26-2020)*

*(State/USAGM/USAID/Commerce/Agriculture)*

*(Foreign Service)*

- a. The Director, Transportation Management Division (A/LM/OPS/TM), and/or GTM/EX as the Department's authority for appeal are authorized to deny the use of U.S. Government services and facilities in circumstances involving unusual boxing, crating, shipping, storage, and handling costs associated with personal effects and requested by the employee; or in cases

## **Standard Tender of Service (TOS)**

### **Origin Packing, Clearing and Delivery Services**

when an item cannot be shipped in any normal way, such as when it does not fit in standard approved shipping containers.

- b. This provision includes, but is not limited to, requests to ship items of unusual size, or with special characteristics or qualities, or which are perishable, fragile, or contain hazardous material as established by international agreement; requests for more than two supplemental shipments; taxidermy or stuffed animal trophies prohibited by destination; any access and removal of effects from permanent storage or any HHE surface shipment weighing less than 200 net pounds; or multiple requests for pick-ups of personal effects from locations other than the primary residence.
- c. Special crating should be used only when it is deemed absolutely necessary by the packing company as the only way to safely transport an item. This requirement must be documented (see [14 FAM Exhibit 611.9](#)); and approved by the U.S. Government bill-of-lading (GBL) issuing officer. Any and all requests for special crating that are not approved for payment by the U.S. Government must be paid by the employee, or the crating request will be cancelled. Any request for special crating that exceeds a total of \$500.00 must be approved by GTM/EX or the designated representative (see [14 FAM Exhibit 611.6](#) for a list of items that may be crated).
- d. The U.S. Government does not pay to transport personal effects in connection with a local move unless the local move is originating from U.S. Government funded housing (see [14 FAM 611.3](#) for definition of local move).
- e. The shipment of battery-powered portable electronic smoking devices (e.g., e-cigarettes, e-cigs, e-cigars, e-pipes, personal vaporizers, electronic nicotine delivery systems) and hover-boards are prohibited in all personal-property shipments moved by air mode, e.g., unaccompanied air baggage and household effects shipments shipped by air mode. The shipment of battery-powered hover-boards is also prohibited in all other personal-property shipments and storage lots unless the item is marked with an Underwriters Laboratories (UL) certification.
- f. The Director, Transportation Management Division (A/LM/OPS/TM) for State; Human Resources Manager, USFCS/OIO/OFHR for Commerce; or Chief, FA/AS/TT for USAID, will determine the extent to which these services can be



### **Standard Tender of Service (TOS)**

#### **Origin Packing, Clearing and Delivery Services**

denied. In such cases, employees retain the right to normal legal and administrative appeals.

# Standard Tender of Service (TOS)

## Origin Packing, Clearing and Delivery Services



### **HAZARDOUS/RESTRICTED MATERIAL FOR AIR FREIGHT AND PERMANENT STORAGE AGREEMENT**

TSA regulations prohibit the transportation of hazardous materials on all air shipments of HOUSEHOLD EFFECTS (HHE) and UNACCOMPANIED AIR BAGGAGE (UAB), as well as placing within a permanent storage facility. Signing this form confirms that there are no hazardous materials / restricted items that could result in significant delays and additional charges. Items that are not to be in HHE/UAB air shipments or placed into permanent storage include but are not limited to:

- Personal documents (birth certificates, car title and insurance documents).
- OIL-based paints and thinners (flammable liquids).
- Aerosol cans (deodorants, spray paint, bug spray, etc.).
- Nail polish, cologne.
- Industrial solvents (bleach; drain cleaners, degreasers, kitchen cleaners, any acidic compound solutions etc.)
- Insecticides, garden chemicals, fertilizer.
- Lithium batteries (toy batteries, cell phone/laptop/GoPro batteries, hover boards etc.).
- Motorcycle, vehicle, boat batteries.
- Magnetized materials (including speakers of any size).
- Toner/Ink cartridges of any size.
- Machinery that has contained fuel (chain saws, leaf blowers, lawn mower, etc.).
- Any class of fuel or oil (camp fuel, lanterns, torches, heating, elements, etc.).
- Infectious substances/Bacterial cultures.
- Any compound, liquid or gas that has toxic characteristics or empty cylinders of gas.
- Fireworks, including signal flares, sparkles and other explosives
- Flammable liquids/solids (alcohol, lighters, matches, tricks candles, camphor oil etc.)
- Pressurized containers (fire extinguishers, butane/propane, CO2 cartridges, etc.)
- Weapons (firearms, ammunition, mace, tear gas, antiques/trophy, etc.)
- Cash of any amount/denomination or jewelry
- Unlicensed/unprescribed drugs or Alcohol.
- Contraband and pornographic materials

If there is any question about an item being hazardous/restricted, please contact your move representative immediately. By signing, I confirm that I have read the above and ensure that there are no hazardous/restricted items in the HHE/UAB shipment to be flown by air or the permanent storage shipment. I also give consent for screening and/or physical search in the event that hazardous/restricted items are found as per TSA regulations.

---

SIGNATURE

DATE

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**  
**Attachment 9-5: Limitations: Special Crating Request**

\_\_\_\_\_ Requests special crating for the items listed below  
 \_\_\_\_\_  
 Company Name

for \_\_\_\_\_ This request is being made because:  
 \_\_\_\_\_  
 Employee's Name

☐

Pre-move surveyor feels this is necessary to safely transport item.

☐

The employee wishes the items to be specially crated.

Item	Dimensions	Cube	Cost	Approved/Denied

Authorizing Signatures:

Signature of Tender Administrator

\_\_\_\_\_

\_\_\_\_\_

Signature of Contracting Officer

\_\_\_\_\_

\_\_\_\_\_

**Standard Tender of Service (TOS)**  
**Origin Packing, Clearing and Delivery Services**  
**Attachment 9-6: Compliance Checklist**

**This is a compliance checklist of the necessary documents required for approval to participate for the packing and freight tender.**

1. A valid copy of licenses and memberships.	<b>Yes/No</b>
2. One signed copy of the company's registration with DGI or DGRK, DGDA, ANAPI, SONAS or its equivalent, etc. and other official documentation pertaining to company registration. <b>Yes/No</b>	
3. A signed copy of the Trading Partner Agreement / Letter of Intent.	<b>Yes/No</b>
4. Evidence of the transporting company and freight forwarder that they operate a business with a permanent address and telephone number requirement within DR Congo.	<b>Yes/No</b>
5. Warehouse premises shall be located at N'djili airport, or any warehouse or customs bounded warehouse within 20 km radius of the US Embassy.	<b>Yes/No</b>
6. List on three largest clients for the past three years, demonstrating prior experience with relevant past performance records. The list shall include the estimated volume of cargo processed by your firm for this client per year, and client contact information (name, position, phone number, email address).	<b>Yes/No</b>
7. Evidence the offeror has all the licenses and permits required by applicable local law.	<b>Yes/No</b>
8. Names of transporting companies assigned for freight assignments.	<b>Yes/No</b>
9. Proof of required Insurance	<b>Yes/No</b>
10. Evidence the offeror can provide the equipment, personnel and financial resources needed to perform the work requested.	<b>Yes/No</b>
11. A company brochure with a history of the company.	<b>Yes/No</b>
12. Last three years' financial statements and auditors' reports.	<b>Yes/No</b>
13. Proof that the Customs Broker is Customs compliant.	<b>Yes/No</b>